

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EDWARD WIEGAND and EUGENIA)
SPRICH, TRUSTEES OF THE)
HERBERT C. WIEGAND REVOCABLE)
TRUST, individually and on)
behalf of all other similarly)
situated,)
)
Plaintiff,)No. 4:22 CV 188 RWS
)
vs.)
)
NEW YORK LIFE INSURANCE &)
ANNUITY CORPORATION, et al.,)
)
Defendants.)

The deposition of JOANN DYROFF, taken before
Mary M. Rocco, Certified Court Reporter and
Registered Professional Reporter, taken pursuant
to the provisions of the Missouri Code of Civil
Procedure and the Rules of the Supreme Court
thereof pertaining to the taking of depositions
for the purpose of discovery, commencing at 12:00
p.m., on February 24th, 2023, at 165 North
Meramec, Suite 110, St. Louis, Missouri 63105.

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1 (Witness sworn.)

2 WHEREUPON:

3 JOANN DYROFF, called as a witness
4 herein, having been first duly sworn, was examined
5 and testified via videoconference as follows:

6 - - -

7 EXAMINATION

8 BY MR. BRODZIK:

9 Q. Good afternoon. My name is James
10 Brodzik. I represent New York Life Insurance and
11 Annuity Corporation and New York Life Insurance
12 Company.

13 A few ground rules. I almost feel
14 like I don't even have to state these to you. But
15 no shaking heads. "Yes" or "No" answers. Allow
16 me to finish my questions. Whenever you need a
17 break, let me know. I just ask that you finish
18 any pending questions or answer any pending
19 questions before we do so. Can you state your
20 name for the record, please?

21 A. **Joann N. Dyroff.**

22 Q. And your date of birth?

23 A. **6-30, 1945.**

24 Q. And your address?

25 A. **15 Woooaks Trail, St. Louis,**

1 spoken with the clients about.

2 MR. JACOBSON: I'm going to object
3 to the form of the question. Since we're talking
4 about a period of time that spans over 20 years or
5 so, I think we need to have the understanding of
6 what point in time. Otherwise, we have --

7 BY MR. BRODZIK:

8 Q. Okay. In 2003, did you understand
9 that term about the policy?

10 A. **Understand what term about the**
11 **policy?**

12 Q. That the policy had a cash value
13 that would dissipate over time unless additional
14 premium was added to the policy?

15 A. **No.**

16 Q. Have you ever spoken with Jean
17 Cameron Wiegand?

18 A. **No.**

19 Q. And you didn't represent Jean
20 Cameron Wiegand?

21 A. **No.**

22 Q. Have you ever spoken with Jean
23 Cameron Wiegand's children, outside of the
24 children of Herbert Wiegand, her own children that
25 were outside of that marriage?

1 policies that had a death benefit and a
2 diminishing cash value but for the inclusion of an
3 additional premium?

4 **A. Yes.**

5 Q. Okay. And you've provided legal
6 guidance in regards to the handling and
7 maintenance of these types of policies?

8 **A. On a very limited basis.**

9 Q. Okay. And what basis would that be?

10 **A. To consult with their insurance
11 agent primarily.**

12 Q. Do you recall if you ever provided
13 this accumulative life insurance illustration
14 document to Edward or Eugenia?

15 **A. I believe that that calls for
16 confidentiality issues in terms of my discussions
17 with them.**

18 MR. BRODZIK: I'll certify that
19 question.

20 (Whereupon, the pending question is
21 certified at the request of Mr. Brodzik.)

22 BY MR. BRODZIK:

23 Q. In your history of dealing with
24 accumulator policies with diminishing cash values,
25 has it been your recommendation in the past to

1 Wiegand Revocable Trust; correct?

2 **A. It appears to be the case.**

3 Q. And the address listed as the owner
4 or the address for the Herbert C. Wiegand
5 Revocable Trust is 165 North Meramec Avenue?

6 MR. JACOBSON: Meramec.

7 BY MR. BRODZIK:

8 Q. The document states Meramec,
9 M-E-R-A-M-C-E, Avenue, Sixth Floor, St. Louis,
10 Missouri 63105. Can you tell me where 165 North
11 Meramec Avenue is?

12 **A. I would assume that that is right
here, but with a small typo.**

14 Q. So you do admit that there is a typo
15 in this address?

16 **A. Yes.**

17 Q. And under phone number listed as the
18 home phone number of the Herbert C. Wiegand
19 Revocable Trust, the number 314-727-2266 is
20 listed. Is that your office number?

21 **A. Yes.**

22 Q. Do you know why that is listed as
23 the home address of the Trust?

24 **A. I don't recall why that decision was
made.**

1 Q. And in the pages that you sent over,
2 it lists a guarantee no-lapse date of 6-13, 2005,
3 is that correct?

4 A. I don't --

5 Q. You can review the pages of the
6 document.

7 MR. SLABY: Are you asking for what
8 it states on the form?

9 MR. BRODZIK: Yes. It states the
10 date of the guaranteed no-lapse date on the
11 policy.

12 THE WITNESS: Yes.

13 BY MR. BRODZIK:

14 Q. What is your understanding of what
15 the term "Guaranteed no-lapse date" of a policy
16 means?

17 MR. SLABY: Object to form.

18 THE WITNESS: Beyond the words
19 itself, I can't give you an explanation.

20 BY MR. BRODZIK:

21 Q. Do you know what the "No-lapse" date
22 means, generally speaking?

23 A. I can tell you what the words might
24 mean in English, but not what it means to the
25 insurance companies.